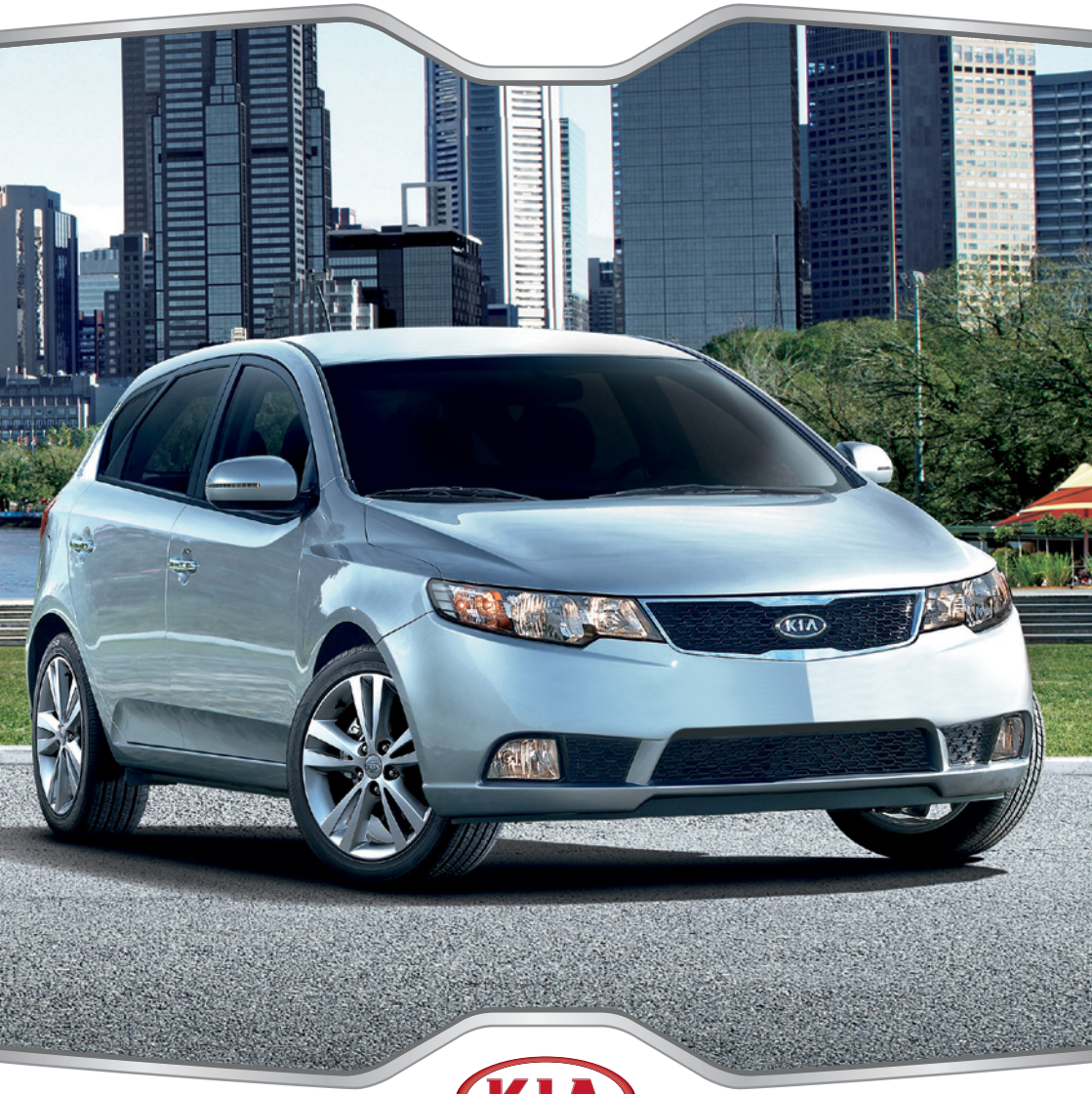
PLATINUM

SERVICE AND MAINTENANCE PLAN



KIA MOTORS
FINANCIAL SERVICES

www.kia.co.za

KIA PLATINUM

Service and Maintenance Plan

Customer Care

For any queries or problems, please contact the administrator on:

0861 114 384

customercare@liquidcapital.co.za

The document in a nutshell

This document aims to explain in great detail the benefits, limits and terms and conditions of a service plan and a maintenance plan. Please review page 5 of this document to familiarise yourself with the difference between a service plan and a maintenance plan.

This Kia Platinum Plan does not constitute a fixed-term agreement as set out in the Consumer Protection Act and is not renewable.

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Understanding the Kia Platinum Plan

The parties to the agreement

This is a legal agreement between us (Kia Financial Services (a division of Associated Motor Holdings (Pty) Ltd)) and you (the person who purchased the vehicle or the registered owner of the vehicle).

The plan is administered by LiquidCapital (Pty) Ltd, an authorised Financial Services Provider, FSP No. 6210.

Address: LiquidCapital (Pty) Ltd
140 Boeing Road East
Elma Park
Edenvale 1610

Contact:

Head Office	011 663 7000
Customer Care	0861 114 384
Email	customercare@liquidcapital.co.za
Website	www.liquidcapital.co.za

Difference between service plan and maintenance plan

In terms of this agreement, we will cover you for either the service of your vehicle (Service Plan) or the maintenance of your vehicle (Maintenance Plan).

- **Service Plan**

  The Kia Platinum Service Plan offers you a convenient way of budgeting, ensuring you'll spend less time worrying about costs and more time enjoying the open road. The service plan pays for specified aspects of the manufacturer recommended scheduled services of your vehicle by an approved dealer for a specific period of time or specific distance travelled, whichever occurs first, within the Republic of South Africa.

- **Maintenance Plan**

  The Kia Platinum Maintenance Plan covers everything that is included in a service plan plus the replacement, maintenance or repair of specific wear-and-tear parts, when necessary, authorised by an approved dealer for a specific period of time or specific distance travelled, whichever occurs first, within the Republic of South Africa. This means that you won't, during the duration of the plan, have to worry about most unexpected parts and labour costs again - such as replacing brake pads or shock absorbers.

If you are unsure if you invested in a service plan or a maintenance plan, please consult the dealer documentation supplied to you or contact LiquidCapital's Customer Care (see page 1 for contact details).

Eligibility

In order to qualify for the new vehicle Kia Platinum Plan, your vehicle should either be new or be less than 12 months old and have a kilometre mileage of less than 15 000km.

When the plan starts

Distinctly different starting dates apply to the service plan and maintenance plan –

Service Plan

The service plan will start from the date the service plan was purchased and runs either for a set period of time (eg: 3 years) or a fixed number of kilometres (eg: 100 000km), whichever occurs first.

Maintenance Plan

The maintenance plan will start on the date of first registration of your vehicle and runs either for a set period of time (eg: 3 years) or a fixed number of kilometres (eg: 100 000km), whichever occurs first.

Should your vehicle already be covered by a service plan, this maintenance plan will cover your vehicle for maintenance items from the date of purchase of the maintenance plan until your vehicle reaches the set period of time or fixed number of kilometres as stipulated in the maintenance plan, whichever occurs first.

If your vehicle is already covered by a maintenance plan, the extended maintenance plan will extend the existing maintenance coverage until the vehicle reaches the age as stipulated in the maintenance plan duration (i.e. first registration date plus plan duration) or until the stipulated mileage is reached, whichever occurs first.

When can you take your vehicle for the first service or maintenance work

If you pay via a monthly debit order you will be allowed to claim on your specific plan after the administrator has received 4 (four) successful premium payments. The monthly debit order option is only available if the plan is purchased through the administrator's telephone sales department.

If you paid upfront for your plan you will be allowed to claim on your specific plan 45 (forty five) days after the day you took up the plan.

How long the plan runs for

Your plan runs either for a set period of time (eg: 3 years) or a fixed number of kilometres (eg: 100 000km), whichever occurs first. If your vehicle is still covered under an existing plan, the cover will start when the existing plan expires.

Thereafter, the plan expires and we are no longer responsible for any service or maintenance costs.

When the plan ends

Your plan will end automatically on the date any of the following occurs:

- You reach the selected number of kilometres or the selected time period, whichever occurs first,
- Your vehicle is destroyed,
- You have missed the second consecutive service of your vehicle,
- Your vehicle is judicially attached or repossessed, or
- You have missed a payment and the 15 (fifteen) day grace period has expired, without payment.

You can cancel

You are allowed to cancel this agreement, as long as you let the administrator know in writing. However, please be aware of the following:

- A plan that came standard with your vehicle (a manufacturers plan), would not have been charged for and therefore cannot be refunded,
- A plan that was purchased and has been paid for either via a monthly debit order or as an upfront payment will be refunded as follows:
  - ❖ Upon cancellation, the administrator will take the payment received to date and deduct the costs of any:
    - — commission paid,
    - — any maintenance or service work already undertaken on your vehicle,
    - — administration costs for the period in which the plan was active, and
    - — reasonable cancellation costs.
  - ❖ The balance that remains will be refunded to you directly or, in the case of a plan that was added to vehicle finance through a bank, will be refunded to the bank.
- Please note that after the deduction of the items above, if it is found that you still owe us money, you will be required to settle this before the administrator can cancel the plan.

The administrator can cancel too

The administrator is allowed to cancel this agreement by giving you 30 (thirty) days' written notice if you materially breach any part of this agreement.

If the administrator cancels this agreement for breach and you disagree with the cancellation, you must continue to meet your obligations under this plan until the disagreement is settled.

You can transfer the plan – only applicable to paid up plans

If you sell your vehicle and you have paid the administrator the full value of this plan, you can transfer the remaining period of the plan to 1 (one) subsequent owner upon written confirmation received from the administrator. Note, that you may not transfer the plan to another vehicle.

The vehicle must be sold through an approved dealer. You are not allowed to transfer the plan if you are in breach of any of the terms and conditions of this plan.

When the vehicle is being sold you must immediately notify the administrator's Customer Care department in writing that the vehicle is being sold and furnish them with the name and address of the new owner of the vehicle.

You must provide the administrator with a written acknowledgement, in such a form as may be prescribed by the administrator from time to time, that must be signed by the new owner of the vehicle where he acknowledges and agrees to be bound by the terms and conditions of this plan.

The signed written acknowledgement must be submitted to the approved selling dealer within 30 (thirty) days of registration of the vehicle into the name of the new owner.

Should the above mentioned notice and acknowledgment not be given it will constitute a breach of this plan and will be cancelled.

There is no charge for the transfer.

You can lodge a complaint

If you are unhappy with any aspect of this agreement and wish to lodge a complaint with us, you may do so in writing or over the telephone to the administrator at –

LiquidCapital Customer Care
Tel: 0861 114 384
Email: customercare@liquidcapital.co.za

You may also lodge your complaint with an independent body such as an Ombudsman, the National Consumer Commission or any appropriate court.

Motor Industry Ombudsman
Email: mi.ombudsman@netactive.co.za

National Consumer Commission
Tel: 012 940 4500

Your responsibilities

Have your vehicle serviced

Don't miss your service deadline

You are obliged to take your vehicle in for a service as per the manufacturer's requirements as stipulated in the owner's manual.

Manufacturers require that you service the vehicle at regular service intervals for example 15,000km. Some manufacturers may require that if you have not driven 15,000km during a year the vehicle still needs to be serviced every 12 months from date of first registration, refer to owner's manual for specific requirements.

A 1,500km variance is allowed before or after the service interval kilometre specified. A 30 (thirty) day variance is allowed when the vehicle is serviced annually. Missing the service deadline on a time or mileage basis will affect the validity of your plan.

Use an approved dealer or agent

The servicing of your vehicle can only be performed by an approved dealer or by a servicing agent. An approved dealer is an authorised retailer of the vehicle make you have purchased, who has a workshop, or a servicing agent. The administrator's Customer Care will provide you with a full list of approved dealers and servicing agents.

Follow the service procedure

When you take your vehicle in for a service, you have to follow the following procedure:

- Firstly, tell the dealer that you have a Kia Platinum Plan. He will contact LiquidCapital's Authorisation Centre for authorisation to start with the service or repairs. Any work that is not covered by the plan will have to be paid for by you.
- Check the final invoice to ensure that only the work authorised by LiquidCapital's Authorisation Centre was carried out, and sign it to confirm this.
- Inspect the vehicle to ensure that the work was done to your satisfaction.

Severe operating conditions

If you use your vehicle under severe operating conditions, you may need to do more regular checks and possibly service it more frequently than stipulated in the service booklet. This will apply whether your vehicle is an ordinary car or a 4x4.

Typical severe operating conditions include:

- Driving on rocky, hilly areas.
- Driving submerged or through rough terrain.
- Frequent short-distance travelling in suburban areas (stop-start).
- Continuous driving on untarred surfaces exposed to dusty, sandy conditions, like dirt roads and beaches.
- Frequent towing of trailers and caravans.
- Continuous hard driving under maximum engine and transmission load conditions.

If you drive under severe operating conditions such as these, you will need to enquire about additional maintenance and servicing from an approved dealership.

Take Care of your Vehicle

Keep it in good condition

You must take all reasonable steps to keep your vehicle in good condition. This means you should drive responsibly and not misuse the vehicle.

Prevent additional damage

If any mechanical or electrical failure occurs, you must take all reasonable steps to protect the vehicle from any further loss or damage.

Maintain monthly payments

Pay your instalments on time

Make sure you pay your monthly instalment on time. If you pay by debit order, ensure there is enough money to cover the payment. The monthly debit order option is only available if the plan is purchased through the administrator's telephone sales department.

If your plan reaches the set period of time (eg: 3 years) or the fixed number of kilometres (eg: 100 000km) before the term of your debit order payments (eg. 24 months) have lapsed it is your responsibility to continue the monthly payments until the term of payment is completed.

Consequences of late payment

If your instalment is not paid by the due payment date, you have a 15 (fifteen) day grace period in which to pay it, failing which your plan will be cancelled.

Missed payments will affect your claim

If, for whatever reason, the administrator does not receive your monthly payment, the administrator may immediately stop the processing of your claim until the payment is made.

You may not withhold payment

You are not allowed to withhold payment of any amounts due to the administrator, for any reason whatsoever.

Do not misuse your vehicle

No racing or rallying

You must only use your vehicle for its intended purpose. This means, among other things, that you are not allowed to use it for:

- Racing or rallying, whether competitive or non-competitive.
- The carrying of fare-paying passengers.
- Driver tuition (unless you first get our written consent).

No towing or overloading

You must adhere to the limitations laid out in the owner's manual concerning weight and passenger numbers. This means that you are not allowed to:

- Overload your vehicle.
- Carry more than the prescribed number of passengers.
- Tow any trailer or caravan that exceeds the specified weight limitations as specified in the owner's manual.

Do not modify or enhance the vehicle

You are not allowed to modify or enhance your vehicle for example, by turbo-charging your engine.

Do not tamper with the odometer

Neither you nor anyone else is allowed to tamper with, replace, modify or disconnect the odometer of the vehicle.

Do not use non-genuine parts

You are not allowed to replace any part covered by the Kia Platinum Plan with a non-genuine part.

Avoid default or breach

Default or breach

It is your responsibility to avoid being in default or breach of this agreement.

A default or breach occurs when you fail to meet the material requirements of the agreement, particularly the following:

- Not servicing the vehicle regularly at the service intervals set out in the service manual.
- Providing false or fraudulent information to the administrator.
- Failing to comply with the instructions contained in the vehicle manufacturer's manual relating to the use, care and maintenance of your vehicle.
- The odometer of your vehicle is tampered with, or is faulty.
- The vehicle is not eligible for cover.

In the event of default or breach, the administrator will cancel the plan, without any obligation to refund any amount paid for it.

Follow the correct claim procedure

If you wish to claim for any loss or damage on your Kia Platinum Plan, you must follow the following procedure:

- You must provide the administrator with satisfactory proof of the loss or damage.
- You must supply the administrator with any documents they may require to process the claim.
- Once you are aware of any breakdown or failure of your vehicle, you have 7 (seven) days in which to notify the administrator telephonically and take it to an approved dealer.

Rejection of claim and time bar

i) If your claim has been rejected or the amount disputed, you have 90 (ninety) days after receipt of the administrator's rejection letter to make representations to the administrator in respect of their decision.

ii) You have a further 6 (six) months to institute legal action against the administrator after the expiry of the 90 (ninety) days referred to above.

iii) If you do not serve a summons on the administrator within this period, you will forfeit the right to challenge the administrator's rejection.

Cover

What is covered - Service Plan

Replacements of parts, fluids and labour

If you selected the Service Plan option, the administrator cover you only for the replacement of the following parts, fluids and labour as recommended in the manufacturer service schedule:

- spark plugs,
- oil filter,
- fuel filter,
- air filter,
- pollen filter,
- sump washer, and
- engine oil, transmission oil, brake fluid and coolant.

Cambelt replacement

The administrator will only pay for the replacement of a cambelt or accessory belt if it is recommended by the manufacturer at a specified service interval.

No other costs paid

The administrator will not pay for any parts or labour associated with the replacement or maintenance of any parts not mentioned above.

What is covered - Maintenance Plan

Wear-and-tear included

If you selected the Maintenance Plan option, the administrator covers you for all elements of the Service Plan, as well as specific wear-and-tear parts and labour. Subject to the exclusions listed on pages 21 to 23.

The wear-and-tear items are:

- brake pads,
- brake shoes,
- brake discs,
- brake drums,
- brake linings,
- battery,
- wiper blades,
- clutch,
- shock absorbers,
- globes,
- timing belts and tensioners,
- mountings,
- V-belts,
- engine drive belts,
- starter motor,
- alternator,
- front and rear suspension (wear-and-tear, and mechanical failure only),
- engine,
- gearbox,
- differential,
- steering components, and
- engine management units.

What is wear-and-tear?

Wear-and-tear is a term used to describe the damage or gradual physical deterioration of various parts of the vehicle. It occurs naturally and inevitably as a result of normal use, ageing and weathering.

To determine whether a part has suffered wear-and-tear, the administrator use the guidelines established by the manufacturer or approved dealer of your vehicle. The administrator also takes into consideration the use of your vehicle, any material failure in terms of the agreement and any other factor they may consider relevant.

The adminstrator will only pay for the repair or replacement of the components listed in the schedule, provided that you have complied with all the terms and conditions as set out herein.

What is not covered by Service Plan and Maintenance Plan

Exclusions for both Service and Maintenance Plans

Repairs, components and checks

The administrator does not cover the following, irrespective of whether it applies to the Service Plan option or the Maintenance Plan option:

Repairs

- Repairs that have not been authorised by the administrator.
- Oils used for top-up between services.
- All repairs regarding damage or wear-and-tear to glass, plastic, body, upholstery or trim.
- Any repairs resulting from your failure to carry out your responsibilities in terms of this plan.
- Any repairs resulting from your failure to comply with the terms and conditions of the plan.
- Any repairs resulting from mechanical damage to your vehicle caused by an accident, or any other negligent or intentional act.
- Any repairs resulting from neglect, misuse, abuse or improper treatment of your vehicle.
- Any repairs resulting from your failure to service your vehicle timeously.
- Any repairs resulting from your failure to carry out any preventative maintenance such as regularly checking and topping up lubricant, fluid and coolant levels.
- Rust and corrosion.

Components, parts and checks

- The improper use of fuel blend/type/octane, cetane or viscosity rating, hydraulic or lubricating oil, brake fluids, coolant or preserving agents.
- Bulbs and fuses, aiming of headlights and battery maintenance.
- Checking of fluid levels.
- Valve adjustment.
- Balancing and rotation of wheels, or tyre-pressure checks.
- Road-testing and functional checks.
- Electronic parts if not installed by an approved dealer.
- Glass and plastic lenses, including chips and scratches (excluding latent defects or melting).
- Tyres, wheel-balancing and wheel-alignment.
- Aftermarket fitments, such as alarms, immobilisers, air-conditioners, towbars and boot shocks.
- Any components missing from the vehicle.
- Failure due to the use of incorrect fuels or oils, or over-filling.
- Air-conditioner hoses, vent ducts and other hoses (manufacturing defects excluded).
- Carpets, trim and seat covers.
- Catalytic converters.
- Resultant damage.

Exclusions for Maintenance Plans only

Damage due to normal use

The administrator does not cover the repair or replacement of the following parts when they are deemed to have worn out through normal use of the vehicle:

- Various gaskets (except cylinder-head gasket) and packings.
- Bushes and oil seals.
- Tyres and tubes.

Damage due to environmental factors

The administrator does not cover any part of the vehicle that has been damaged or degraded through exposure to hazardous environmental factors such as:

- Corrosion.
- Industrial fallout.
- Salt-laden or unsurfaced roads.
- Prolonged bright sunlight.
- Corrosive droppings from trees or vegetation.
- Bird droppings.
- Hailstorms.
- Earthquakes.
- Floods.
- Any general act of nature.

What the administrator cannot be held responsible for

Theft, injury, loss of income, etc

Under no circumstances can you – or your spouse, child or dependant – hold us responsible for the following:

- Any damage, destruction, loss or theft of your vehicle or its contents as a result of the service or maintenance of the vehicle.
- Any injury, disability or loss of life suffered by you or any of your passengers or any pedestrian or other driver of a vehicle as a result of the service or maintenance of your vehicle.
- Any loss of income, or loss of or payment of any money, by you or any of your passengers or any pedestrian or other driver of a vehicle as a result of the service or maintenance of your vehicle.
- Our failure to fulfil our duties under the agreement because of events beyond our control.

Events beyond our control

The administrator cannot be held responsible for events that are clearly beyond our control, also known as *Force Majeure*. Typical examples are war, strikes, riots or a catastrophic natural disaster such as a flood or earthquake.

If such an event should occur and it prevents the administrator from carrying out their contractual duties in terms of this plan, the administrator will be released from all contractual obligations towards you in terms of this plan. However, the administrator will pay you a pro-rata refund, taking into account all commissions, administration fees and costs of labour and parts.

What the administrator can be held responsible for

You may only hold the administrator responsible for loss or damage suffered by you, whether directly or indirectly, if it was caused by gross negligence on their part.

How to Claim

When your vehicle requires a service or you become aware of a breakdown or failure:

- Book your vehicle into an approved dealer for services or repairs needed.
- When you arrive at the dealer, you must inform the service advisor that your vehicle is covered by the Kia Platinum Plan and give them the plan number.
- The dealership service advisor must get an order number from LiquidCapital's Authorisation Centre:

  Authorisation Office Hours:

  Monday to Friday: 08h00 to 17h00

  Saturday: 08h00 to 12h00

  This office is closed on public holidays.

  Authorisation Centre Contact Number:

  0861 987 789 (Service Plan)

  0861 624 686 (Maintenance Plan)

- The dealership service advisor will supply LiquidCapital's Authorisation Centre with all the information needed regarding the service or repair.
- Only when the service advisor has received authorisation will he be allowed to start with the needed service or repair work.
- You must check the invoice to ensure that only the work requested was done and sign the invoice to confirm this.
- You must inspect the vehicle after the work has been done to ensure that the repair work and service was done to your satisfaction and is complete.
- The service advisor will then invoice the administrator for the work done.
- If there is any evidence of driver abuse or negligence, you will be responsible for the payment of the repair costs.

Roadside assistance

You are automatically covered for Roadside Assistance for the duration of your Kia Platinum Plan.

In the unlikely event of a mechanical or electrical breakdown (or if you need any of the other services offered in this section), please contact **Kia Roadside Assistance's 24-hour helpline on 0861 542 000**.

If your vehicle cannot be repaired at the scene of the breakdown, the Customer Response Operator will arrange for it to be towed to the nearest approved dealership.

If your vehicle cannot be repaired on the day of the breakdown because parts aren't available, Kia Roadside Assistance will cover your travelling costs to and from the dealer.

Where your vehicle cannot be repaired, and you are more than 100km from home, the following options are available:

- Accommodation

  If you wish to stay overnight in a hotel while the vehicle is being repaired, Kia Roadside Assistance will contribute a maximum of R500 (Five Hundred Rand) per person (for driver and up to 3 (three) passengers).

- Car hire

  If you wish to hire a vehicle, arrangements can be made by the Customer Response Centre to find one for you, depending on availability. Kia Roadside Assistance will contribute a maximum of R500 (Five Hundred Rand) towards the total cost.

These are subject to terms and conditions.

Additional benefits

You are covered for the following emergency services for the duration of your Kia Platinum Plan, subject to various limitations:

- **Towing**
  If your vehicle suffers a mechanical or electrical breakdown, Kia Roadside Assistance will pay for it to be towed to the nearest approved dealer.
- **Fuel run**
  If your vehicle run out of fuel, Kia Roadside Assistance will supply you with up to 10 (ten) litres of fuel so that you can continue your journey. The fuel will be for your own account. This benefit is limited to 1 (one) incident per year.
- **Jump-start**
  If your vehicle's battery is dead and you cannot start your vehicle, Kia Roadside Assistance will jump-start the vehicle for you.
- **Emergency message**
  If you need a message sent to your family or business associates informing them of your emergency, Kia Roadside Assistance will do it for you.
- **Key lockout**
  If the keys to your vehicle are locked inside the vehicle, Kia Roadside Assistance will call in a locksmith to get them out. Kia Roadside Assistance will pay for the call-out fee and 1 (one) hour's labour.
- **Accommodation**
  Kia Roadside Assistance will contribute a maximum of R500 (Five Hundred Rand) per person for any emergency overnight accommodation, 1 (one) night only, for a driver and up to 3 (three) passengers.
- **Car hire**
  If you need to hire a car, Kia Roadside Assistance will contribute a maximum of R500 (Five Hundred Rand) towards the total cost. **You will have to use your own credit card, whereafter Kia Roadside Assistance will reimburse you.**

Where Kia Roadside Assistance feels that the cover is not necessary or entirely justified, they will consider the case on its merits.

Emergency repairs

In extreme or totally unavoidable circumstances, if repairs need to be carried out by a non-accredited workshop in order to get your vehicle mobile, special authorisation must first be obtained from Kia Roadside Assistance, by contacting the emergency helpline, 0861 542 000.

In cases where, for whatever reason, no authorisation can be obtained for such minor repairs, you must notify the nearest approved dealer so that he may sign off on the quality of workmanship and possible reimbursement.

Emergency repairs of this nature are only available for manufacturer-related failures, and each case will be judged individually on its merits. You will only be reimbursed if you give the administrator a valid tax invoice. The reimbursed amount will be payable at either current rates or at the value of the account, whichever is the lesser amount.

Accidental damage

If your vehicle is involved in an accident, all resulting damage – whether mechanical, electrical, structural or body-related – has to be repaired by an approved dealership or an accredited panelbeater.

If this is not possible and you have to use a non-accredited or non-approved repairer, you will need to get the work certified by an approved or accredited repairer afterwards. The cost incurred for the inspection and certification – along with any subsequent rework – will be for your own account.

The administrator reserves the right to suspend your plan in cases where the workmanship or parts used do not meet the specific quality standards of the importer or manufacturer of your make of vehicle.

If your vehicle is damaged beyond repair or destroyed before termination of the agreement, you must notify the administrator telephonically so that they can cancel the agreement. It will then be void.

The legal stuff

Terms and conditions

In the clauses below, "the agreement" and "Kia Platinum Plan" mean the same thing, and are used interchangeably. The "parties to the agreement" are you (the holder of the Kia Platinum Plan) and us (Kia Financial Services (a division of Associated Motor Holdings (Pty) Ltd)). The agreement is administered by LiquidCapital (Pty) Ltd.

Agreement in your name

This Kia Platinum Plan is in your name. The contractual obligations in it apply to you only. You are not allowed to cede or sign over any of these obligations or rights to another party unless you first get our written permission.

The administrator has the right to cede the agreement

The administrators of your Kia Platinum Plan, have the right to cede or sign over the plan or any of their rights and/or obligations to a third party. The administrator can do this without your consent.

Agreement does not make us partners

Nothing contained in this Kia Platinum Plan should be interpreted as creating any sort of partnership, joint venture or agency between us. Neither you nor we should imply that it does.

Agreement does not affect your legal rights

This Kia Platinum Plan does not constitute a fixed-term agreement as set out in the Consumer Protection Act. It is not renewable and does not reduce or affect any of your existing legal rights.

Choice of Court for legal proceedings

In the event that either of us wishes to institute legal proceedings against the other, we both hereby agree that this can be done in the Magistrate's Court of any district that has jurisdiction in terms of section 28(1) of the Magistrates' Courts Act no. 32 of 1944.

We both also agree that legal proceedings may be instituted at any time by either you or us in any division of the High Court of South Africa having jurisdiction.

This is the entire agreement

This Kia Platinum Plan constitutes the entire agreement between you and us. No terms or conditions other than those of this agreement are binding upon the two parties.

Changes must be signed off by both parties

Any changes, substitutions or additional documents issued in terms of this agreement will only be binding if recorded in writing and signed off by both parties.

Waiving of certain provisions

If either party chooses to waive (ie: not exercise) any of the provisions of this agreement, it must be done in writing and signed off by that party.

Effect of not exercising one's rights

It may happen that, for whatever reason, one of the parties fails to exercise their rights in terms of this agreement, or chooses not to. When this occurs, it should not be interpreted as meaning that these rights have been forfeited or waived, or that the agreement is no longer binding.

Costs may be recovered

If either party decides to take steps or institute legal proceedings against the other, then the successful party may seek to recover from the unsuccessful party all costs involved.

Each party pays own preparation costs

Each of us is responsible for our own legal costs for the negotiation, preparation and sending of the agreement.

Invalid provisions don't apply

If any part of this agreement is found to be invalid or unenforceable, it will be deemed to be deleted without affecting the rest of the agreement.

Legal authority to conclude agreement

Both parties warrant that they have the necessary authority and legal capacity to conclude this agreement.

Important notice in terms of section 49 of the act

In terms of Section 49 of the Consumer Protection Act No. 68 of 2008 ('the act"), we wish to draw your attention to the following specific provisions.

Warning: the irresponsible, unauthorised or general use or abuse of the vehicle in contravention of any law, producers' recommendations contained in the owner's manual or this agreement or the failure, refusal or neglect to maintain the vehicle in accordance with the producers recommendations or instructions contained in this agreement, may result in harm.

Instructions: to avoid any harm it would be in your best interest to use the vehicle responsibly, with the necessary licence, in accordance with any law and the provisions contained in this agreement and to maintain the vehicle regularly in accordance with the producers recommendations contained in the owner's manual and this agreement.

Indemnity: we may not be held responsible by you or any person on your behalf for any harm as a result of a defect of any part if you have in any manner contravened the warning and instruction contained in the agreement or failed to comply with any obligation in terms of this agreement.

Acknowledgement: you confirm that you have read and understand this important notice, that you are bound by the provisions thereof and that you have signed the notice at your own free will. You further confirm that you have been expressly informed of the provisions of:

- Wear-and-Tear,
- Period of agreement,
- What is covered and what is not,
- The right to terminate the agreement and
- Your obligations

You have had a proper opportunity to consider the implications of this agreement and you enter into this agreement out of your own free will and without any undue influence by us or any of our employees.

Signature:	Signature:
Customer	**Dealer (Intermediary)**

KIA MOTORS

FINANCIAL SERVICES

www.kia.co.za

POWERED BY

LIQUIDCAPITAL

SERVICE PLAN | MAINTENANCE PLAN | EXTENDED WARRANTY | ROADSIDE ASSISTANCE | CAR INSURANCE PRODUCTS & QUOTES

WE ARE IMPERIAL℠

LiquidCapital (Pty) Ltd. an Authorised Financial Services Provider FSP 6210